

AGREEMENT  
BETWEEN THE  
ORANGE EDUCATION ASSOCIATION PARAPROFESSIONALS  
AND THE  
BOARD OF EDUCATION OF ORANGE TOWNSHIP, NEW JERSEY  
COUNTY OF ESSEX

Effective July 1, 2002 - June 30, 2005



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## PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO on this 1st day of July, 2002 by and between the Board of Education and the City of Orange, New Jersey (hereinafter referred to as the "Board") and the Orange Education Association Paraprofessionals (hereinafter referred to as the "Association").

## ARTICLE I

### RECOGNITION

#### A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment on behalf of all employees set forth in the Unit Definition.

No employee shall be compelled to join the O.E.A. as a condition of employment or prevented from doing so.

B. The Orange Board of Education and the Orange Education Association's Paraprofessional Association agree to enter into negotiations in a good-faith effort to reach agreement on matters concerning terms and conditions of non-certificated employment. Such negotiation shall begin not later than December 1st of the school year in which this Agreement expires. Any agreement shall be reduced to writing, and be signed by the O.E.A. and the Board of Education.

#### C. Definition of Employee

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined below.

D. Unit Definition

The unit shall be comprised of Instructional and Chapter/Title One Community Paraprofessionals, Attendance Officers, Bilingual Aides, and Bus Drivers.

Part time/hourly employees are not included in this contract.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Policy Changes

Consistent with Chapter 123, Public Law of New Jersey, 1974, the Board shall not effect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.

Not later than December 1 of the school year in which this Agreement expires, the Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in good faith effort on both sides to reach continuing agreement on salaries and other conditions of employment. By the same date, the Association agrees to present to the Board its proposals for the Successor Agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### A. Definition

A grievance is a claim by an employee based upon the interpretation, meaning, or application of any of the provisions of this Agreement, Board of Education policy and/or administrative decisions affecting the terms and conditions of employment.

1. It is expressly understood by the parties that the decision not to renew a unit member is final and binding by the Board of Education and not subject to the provisions of this Article.

2. Scheduling and placement of students, and the scheduling and assignment of employees are not subject to the provisions set forth in this Article.

#### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time arise, affecting the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievances adjusted without intervention of the Association provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

#### C. Procedure

1. All "days" shall be considered "school days". School days means days when students are in attendance.

2. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

## ARTICLE III

### COMPLAINT PROCEDURE

A. Any complaints regarding an employee made to any member of the administration by any parent, student or other person, who does or may influence evaluation of the employee, shall be immediately reported to the employee.

The principal or immediate supervisor shall meet with the employee and the complainant to apprise the employee of the full nature of the complaint, and they shall attempt to resolve the matter informally. If the complainant is a minor, said minor must be represented by a parent or guardian.

B. If, however, the complaint could result in a disciplinary action, e.g., letter of reprimand or loss of pay being taken against the employee, the employee and the Association president shall be given at least twenty-four (24) hours written notice to appear at a formal building level or higher hearing. Neither the Association president nor the employee shall suffer loss of pay or time as a result of attendance at such a meeting.

The time limits specified may, however, be extended by mutual agreement.

3. Every effort shall be made to resolve grievances before the end of the school year. However, vacation periods shall suspend the time limits delineated below.

4. A grievance to be considered under this procedure must be initiated within twenty (20) days from the time when the grievant knew or should have known of its occurrence.

5. Level I - an employee with a grievance shall first discuss it with the principal or immediate supervisor either directly or through the Association's designated representative, with the objective of resolving the matter informally.

6. Level II - If the aggrieved person is not satisfied with the disposition of the grievance at Level I, the Association may refer it, within six (6) days, in writing, to the Superintendent of Schools.

7. Level III

a. If the Association is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Superintendent or his designee, the Association shall refer the grievance to the Board of Education within ten (10) days.

b. The Board agrees to hear Board Level grievances within the time frame of two regular Board meetings. Within twenty (20) days of that hearing, the Board agrees to forward its findings to the Association.

8. Arbitration

a. If the grievance is not resolved at Level III, at the request of the Association, the Board and the Association shall attempt to agree upon a mutually acceptable neutral arbitrator and shall obtain a commitment from said neutral arbitrator to serve. If the parties are unable to agree upon a neutral arbitrator or to obtain such commitment within ten (10) days, a request for a list of arbitrators may be made to the Public Employment Relations Commission ("PERC") by either party. The parties shall then be bound by the rules and procedures of the PERC in the selection of an arbitrator.

b. The arbitrator, so selected, shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date of final statements and proofs on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusion on the issue submitted. The arbitrator shall be without power or authority to make any decision which requires the commission to any act prohibited by law or which violates the terms of this Agreement. The arbitrator's decision shall be binding and shall be submitted to the Board and the Association.

Unless otherwise mutually agreed to, all grievance hearings shall be at some appropriate conference room in Orange and provided at the Board's expense.

c. The cost of the services of the arbitrator, including per diem expense, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearings shall be borne equally by the Board and the Association.

D. Right to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself/herself or at his/her option by a representative elected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievances, in writing, to the Superintendent directly, and the processing of such grievance shall be commenced at Level II. The Association may process such a grievance even though the aggrieved person does not wish to do so.

2. Decisions rendered at Levels II and III which are unsatisfactory to the aggrieved person shall be in writing and made available to the parties in interest and to the Association.

3. Unless otherwise mutually agreed, all meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and the designated or selected representatives heretofore referred to in this Article.

4. Any employee in the Orange School System or any person under the supervision or control of the Orange Board of Education required by the Association and the Board shall be made available for appearance at any arbitration or grievance hearing as requested by the Association without loss of pay while attending such hearings.

5. No reprisals of any kind shall be taken by the Board or Association against any participant in the grievance procedure by reason of such participation.

6. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel files of any of the participants.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board will distribute one hundred (100) copies of this Agreement to the O.E.A. Paraprofessionals each September of a new agreement.

B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by the Association, to the Secretary of the Orange Board of Education at 451 Lincoln Avenue, Orange, New Jersey 07050.

2. If by the Board, to the Association at the O.E.A. office at 27 Lincoln Avenue, Orange, New Jersey 07050.

C. In the event of a departmental or work reduction in force, including reductions caused by discontinuance of a facility or its relocation, or a decrease in enrollments or a

reduction on the basis of fiscal dependence and in accordance with N.J.S.A. 18A:28-9 to 18A:28-14 and so long as the employee performance and evaluations are acceptable and similar, the employees shall be laid off in the inverse order of seniority of the employees in the category involved; i.e., Instructional, Chapter/Title One Community Paraprofessionals, etc.

D. The Board agrees to deduct from the salaries, dues for the O.E.A. Paraprofessionals, the New Jersey Education Association and/or the National Education Association, or any one or any combination of such Associations, as said employee individually and voluntarily authorizes the Board to deduct.

Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the O.E.A. Paraprofessionals by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

E. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, s/he shall suffer no loss in pay.

F. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, with prior permission of the School Business Administrator; provided that this shall not interfere with or interrupt normal school operations.

G. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval by the principal shall be required and shall not be unreasonably denied.

H. The Association shall have the right to use school facilities and equipment, including typewriters, copying machines, other duplicating equipment, calculating machines, and

all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

## ARTICLE VI

### EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of, any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of her/his membership in the Association and its affiliates or her/his institution of any grievance, complaint or proceeding under this Agreement; or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as s/he may have under New Jersey School Laws or other applicable laws and regulations.

C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any employment advantage without just cause. Any such action asserted by the Board, or any agent or representative hereof, shall be subject to the grievance procedure herein set forth.

D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates, or related to collective bargaining, but these may not be worn in the presence of students.

## ARTICLE VII

### WORK YEAR, DAILY WORKING HOURS AND OVERTIME

A. The work year for contracted ten (10) month employees shall be from September 1 to June 30. Said employees shall have the recess periods and holidays as set forth in the school calendar and Article X, G.1.

B. The regular work week for employees shall consist of thirty-five (35) on-duty hours. The regular work day will commence at 8:15 a.m. and end at 3:15 p.m., and will include a thirty (30) minute duty-free lunch and two fifteen (15) minute breaks. The two fifteen (15) minute breaks for paraprofessionals shall be taken in a manner that does not interfere with any paraprofessional's responsibility to supervise and assist students.

#### C. Overtime

Definition: Any time spent at regular duties or other assigned duties, consistent with this Agreement, either before/after regular daily work hours; or any day other than provided in the regular work year.

1. All overtime spent must be voluntary, and mutually agreed to by the employee and immediate superior.

2. All overtime will be rounded to the nearest hour at the end of each pay period. This will be remunerated at the rate of one and one-half (1 1/2) the hourly salary rate of the individual employee.

#### D. Assignment to Substitute for Secretary

Paraprofessionals who are assigned to serve as substitutes shall receive replacement (i.e., the difference between their salary and Step 1 on the administrative secretaries' salary guide) salary after five (5) consecutive work days. Payment shall be contingent upon prior approval of substitution, in writing, by the Assistant Superintendent for Human Resources.

**ARTICLE VIII**  
**PROTECTION OF EMPLOYEES**

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

B. 1. The Board of Education agrees to continue to comply with the provisions of 18A:16-6 regarding indemnity of its employees against civil action.

2. The Board shall give full support required by law including legal and other assistance for any assault upon the employee while acting in the discharge of her/his duties.

C. Employee shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior. Such notification shall be immediately forwarded to the Superintendent.

D. Only State certified paraprofessional shall be asked to substitute for a teacher who is absent except in extreme emergencies.

**ARTICLE IX**  
**EMPLOYMENT PROCEDURES**

A. Placement on Salary Schedule  
Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

B. Resignation  
An employee who is resigning from her/his position shall give a minimum of sixty (60) day's notice.

C. Notification of Contract and Salary  
Employees shall be notified of their contract and salary status for the ensuing year no later than June 1.

## ARTICLE X

### SALARIES AND BENEFITS

## PARAPROFESSIONALS

STEP	2002-03	2003-04	2004-05
1	14,200	14,875	15,450
2	14,400	15,075	15,650
3	14,600	15,275	15,850
4	14,800	15,475	16,050
5	15,000	15,675	16,250
6	15,200	15,875	16,450
7	15,700	16,375	16,950
8	16,200	16,875	17,350
9	16,600	17,375	17,900
10	17,100	17,875	18,350
11	17,650	18,075	18,950
12	18,135	19,000	19,400
13	19,235	19,835	20,500
14	20,425	20,910	21,400
15	21,300	21,910	22,700

ATTENDANCE OFFICERS

STEP	2002-03	2003-04	2004-05
1	19,400	19,900	20,400
2	20,000	20,400	20,900
3	20,500	20,900	21,400
4	20,855	21,400	21,900
5	21,400	21,960	22,400
6	22,360	22,500	23,150
7	23,030	23,465	23,650
8	23,900	24,135	24,655
9	24,800	24,900	25,130
10	25,700	25,800	25,900
11	26,500	26,600	26,700
12	38,600	38,700	38,800

BUS DRIVERS (10 MONTHS)

STEP	2002-03	2003-04	2004-05
1	20,400	20,620	21,020
2	20,800	21,020	21,420
3	21,200	21,420	21,820
4	21,600	21,820	22,220
5	22,000	22,220	22,620
6	22,400	22,620	23,020
7	22,800	23,020	23,420
8	23,400	23,420	23,820
9	24,457	24,600	24,800
10	24,857	25,680	26,964

Note: This is a 10 month guide. 12 month employees will add step salary plus 10%.

A. Longevity Payments:

After continuous service to the Orange School District:

3% of current salary after completion of 15 years

4% of current salary after completion of 20 years

5% of current salary after completion of 25 years

B. Health Benefits:

100% cost of Health Plan for employees and dependents

100% cost of Dental Plan for employees and dependents with Board's maximum liability not to exceed \$721 per annum (\$60.08 per month).

1. Procedure for Withholding Employment or Adjustment Increment

Employment or adjustment increments may be, withheld in whole or in part for inefficiency or other just cause related to the performance of duties. Any withholding of increments shall be done in accordance with 18A:29-14.

C. Method of Payment

Ten (10) Month

Each Employee employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

D. Pay Day Savings Account Program

Each employee may individually elect to have ten percent (10%) of her/his monthly salary deducted from her/his pay, which will be deposited in a "Pay Day Savings Account".

E. Exceptions

When a pay day falls on or during a school holiday, school recess period, legal bank holiday or week-end, employees shall receive their pay checks on the last previous working day.

F. Final Pay

Each employee shall receive her/his final pay and the pay schedule for the following year on her/his last working day in June.

G. Benefits

1. Calendar

All unit employees shall work the ten (10) month school calendar year.

2. Sick Leave

a. Entitlement:

First ten (10) years = ten (10) days

After ten (10) years = fifteen (15) days

b. Unused sick days shall be accumulated without limit but in no case may more than fifteen (15) days be accumulated per annum.

c. Each employee shall be given an accounting of her/his sick leave by December 1 of each year.

3. Personal Business

Definition: Personal business is defined to be that business which must be conducted during working hours and at which the employee's presence is absolutely necessary. This business, by necessity, cannot be taken care of at another time or by another person.

Each employee shall be permitted up to three (3) days absence, with full pay, for personal business. Notification to the employee's principal or immediate supervisor should be made at least two (2) days before taking such leave (emergencies accepted). No reason is needed other than that the leave is being taken pursuant to this section of the Orange Board of Education/Orange Non-Certificated Employees Association Agreement. These days shall not normally be granted before or after school recess periods and/or holidays.

4. Death in the Family

In the case of death of father, mother, husband, wife, child, sister, brother, mother, mother-in-law, father-in-law, grandparent, or grandchild of any employee such employee will be excused for a period of up to five (5) consecutive work days to attend the funeral of such deceased kin.

In the case of death of a daughter, or son-in-law, or sister- or brother-in-law of any employee, such employee will be excused for a period of up to three (3) consecutive work days to attend the funeral of such deceased kin.

One (1) day absence will be allowed to attend the funeral of an aunt, uncle, niece, nephew or cousin.

5. The Board reserves the right to obtain documentation verifying need.

Child Rearing Leave and Maternity Disability

A. Child Rearing

The Board of Education shall grant child-rearing leave without pay in accordance with the following procedure:

1. All initial applications for and applications for extensions or reductions of child-rearing leave shall be made in writing to the Superintendent.

2. Any employee intending to apply for child-rearing leave shall advise the Superintendent of the fact of her pregnancy and/or of her/his prospective plans for taking child-rearing leave and the best estimate of when the child-rearing leave will commence and terminate. The employee shall request child-rearing leave of the Superintendent of Schools in writing at least sixty (60) days prior to the date the leave is to commence.

3. The request for child-rearing leave shall specify the date when the employee wishes to leave to commence and terminate.

4. Child-rearing leave shall be granted for a period of up to the end of the academic school year in which the child-rearing leave commenced and an additional school year may be granted upon the request of an employee upon the completion of three (3) consecutive school years. An employee on child-rearing leave shall notify the Board in writing of the intention to return to the district by March 1 of the school year preceding the school year in which the employee wishes to return to the district or sixty (60) days prior to said intended return date, whichever is sooner.

5. An employee returning on the first day of the school year in September from child-rearing leave shall be placed in his/her previously held position if available and administratively feasible.

6. Any employee who has applied for and received child-rearing leave may reapply for permission to return to employment during any academic school year for which such leave was granted, and such leave may thereupon be terminated by the Board, at its sole discretion.

7. No employee on child-rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the school district in the area of her/his certification or competence.

8. Time spent on child-rearing leave of absence shall not count towards salary guide placement, experience, seniority, sick leave accumulation, etc., except as otherwise provided by law.

9. Anyone who accepts child-rearing leave after January 31 in any given year is given credit on the salary guide for a full year upon returning to the district.

10. An employee receiving child-rearing leave shall not accept full time school employment or undertake full time graduate study during all or part of the period of the child-rearing leave. This provision shall cease to be operative at such time as the employee shall have been denied her/his request under Paragraph 6 to return to employment.

11. Adoption - Any employee adopting a child of pre-school age shall receive a leave similar to child-rearing leave which shall commence upon receiving a de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption.

12. The Board is not required to continue employment of a pregnant employee beyond the year in which the leave is taken.

B. Maternity Disability

1. The Board shall grant sick leave for the period of actual disability associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leave of absences for illness or medical disability upon presentation of a physician's certificate in accordance with the law. The pregnant employee will be entitled to her annual and accumulated sick leave, with pay, during the period of absence due to her actual disability.

2. Any pregnant employee who does not elect to take a child-rearing leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when she is physically able.

3. The Board may require an employee during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which an employee has been assigned.

4. In the event of any question as to the condition of the pregnant employee, a conference shall be arranged between the Board's physician and the attending physician.

5. No employee shall be required to neither leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return.

6. Nothing stated herein is intended to restrict the right of the Board to discipline any pregnant employee for any cause not related solely to her pregnancy.

7. The Board has the right to remove any pregnant employee from her daily duties on any one of the following criteria:

a. Her performance substantially declines from the period preceding pregnancy.

b. Her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if:

[1] the pregnant employee fails to produce a physician's certificate that she is medically able to continue working; or

[2] the Board's physician concludes she is unable to continue working.

C. Good Cause

Other leaves of absence with or without pay may be granted by the Board for good reason.

D. In Addition to Sick Leave

Leaves taken pursuant to Sections 1, 3, 4 and 6 above shall be in addition to any sick leave to which the employee is entitled.

E. Illness in the Family

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the immediate family upon recommendation of the Superintendent and approval by the Board. Additional leave may be granted at the discretion of the Board.



F. Return from Leave

Salary: Upon return from leave granted pursuant to Sections 2, 5, 6 and 7 of this ARTICLE, an employee shall be placed on the salary schedule at the level s/he earned prior to taking the leave. An employee shall not receive increment credit for time spent on leave.

Benefits: All benefits to which an employee was entitled at the time her/his leave of absence commenced, including unused accumulated sick and unaccumulated personal leave, shall be restored to the employee upon her/his return within the same school year, and the employee shall be assigned to the same category which s/he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

G. Extensions and Renewals

All extensions and/or renewals of leaves shall be applied for in writing.

H. Professional Growth

The Board of Education will pay the cost of reasonable expenses incurred in connection with any course, workshop, seminar, conference, out-of-district training session or other such session which an employee is required by the administration to take. Reasonable expenses will include, but are not limited to fees, meals, lodging and/or transportation costs incurred by personnel who attend such sessions. In the event that the employee is directed to attend a workshop/conference outside of the regular work day, the employee shall be paid \$50.00 (fifty dollars) per diem.

I. Reimbursement for Study

1. The Board of Education will reimburse unit members for tuition paid to a college for a job related course at a rate of \$45.00 per credit per year to a maximum of nine (9) credits/year, per member, or \$405 per year, per member, toward a job related course with no college credit.

2. In addition to base salary, the following additional compensation shall be added upon receipt of the following:

a.	State Teacher Certification:	\$600
b.	B.A. Degree:	\$450
c.	County Teacher Substitute Certificate:	\$200

J. Separation Pay

All employees covered by this Agreement after ten (10) consecutive years of service in the district shall be eligible for separation pay.

1. Each eligible employee shall receive payment for each unused sick day accumulated to the time of leaving up to a maximum of 200 days at the following rates:

\$22.50 per day - first 1 to 100 days

\$30.00 per day - 101 to 200 days

2. Payments to be made either July 1 of the separation year or January 1 of the following.

3. Monies shall be paid to the employee's estate if death occurs while the employee is in service to the district or prior to the Board's delivery of the funds to the employee.

4. Employees continuing in the employment of the Board of Education shall have the option of transferring their unused sick days to the new position in which case payment for them shall be governed by that negotiated agreement or collecting separation pay for them based on this Agreement.

K. Summer School, Saturday, and After-School Salary

\$12.00 (twelve dollars) per hour.

L. Car Allowance

Reimbursement at current IRS rate upon presentation of duly executed voucher for authorized job related travel, excluding commuting (as defined by IRS regulations).

## ARTICLE XI

### OPENINGS PROMOTIONS AND TRANSFERS

#### A. Posting of Vacancies or Promotional Positions

Ongoing during the year, the Superintendent shall forward to all open school buildings, a list of known vacancies, promotional positions, or positions within the unit paying a salary differential, which shall be adequately posted for a period of seven (7) working days. No positions will be filled prior to the expiration of the posting period. All qualified unit members shall be given an opportunity to make application and be considered.

#### B. Voluntary Transfers

##### 1. Request For

Employees who desire to transfer to another building or assignment should file a written notice of such a desire with the Superintendent or his/her designee. Such a statement shall include the school or schools, and assignment to which s/he desires to be transferred in order of preference. Such request for transfer should be filed no later than May 1 of the preceding school year.

If the request is in response to a posted vacancy, the written notice should include the date of the posting, and the specific assignment advertised.

##### 2. Withdrawal of Request

Should an employee desire to have her/his name removed from the transfer list, s/he should notify the Superintendent in writing prior to notification of any action taken on the original request.

#### C. Involuntary Transfers

1. Prior to an involuntary transfer being made, the Superintendent or his designee will review the list of those seeking transfer/reassignment to ascertain the availability of an acceptable candidate.

**ARTICLE XII**  
**EMPLOYEE EVALUATION**

**A. Purpose**

Employee evaluation is undertaken for the purpose of recognizing strengths, identifying deficiencies, and planning a program of assistance for improvement.

**B. Frequency**

1. All employees shall be evaluated by their immediate supervisor at least one (1) time in each school year.

**C. Procedure**

1. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

2. Report

a. The supervisor shall prepare a written report following each observation/evaluation. The report may include recognition of strengths, identification of deficiencies and shall include a plan of assistance for improvement.

b. A copy of this report shall be given to the employee no less than one day prior to any conference to discuss it.

c. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee.

d. No employee shall be required to sign a blank or incomplete evaluation form.

e. Both the supervisor and the employee will sign the evaluation form. The employee's signature on the evaluation form indicates that the employee has read the report; it does not indicate agreement with the content.

f. The employee has the right to respond, in writing, to his/her report within ten (10) working days of the conference. Copies of the employee's response are to be submitted to the principal and Office of Personnel for attachment to the report. The report and attachment are to be filed in the employee's personnel record.

g. The employee will retain a copy of the evaluation report.

3. Conference

a. The employee shall be available to meet at a mutually agreed upon time, with the supervisor following each observation/evaluation to discuss the written evaluation and other pertinent matters.

b. The conference should be scheduled within ten (10) working days of the observation/evaluation.

c. At the conclusion of the conference both the supervisor and the employee should sign the written report.

d. Employee responses, in writing are to be submitted for attachment within ten (10) working days of the conference.

D. Upon Termination of Employment

Final evaluation of an employee upon termination of her/his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such employee after severance other than in accordance with the procedure set forth in this ARTICLE.

ARTICLE XIII  
PERSONNEL RECORDS

A. An employee shall have the right, and by appointment with the appropriate administrator in charge of Human Resources Services, to review the contents of her/his personnel file and to receive copies, at the employee's expense, of any post-hire material contained therein. An employee shall be entitled to have a representative of the Association accompany her/his during such review.

B. No material derogatory to an employee's conduct, service, character, or personality shall be placed in any personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that she/he has had the opportunity to review such material by affixing her/his signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

ARTICLE XIV  
FAIR DISMISSAL PROCEDURE

A. Notification of Status

On or before June 15 of each year, the Board shall give to each employee continuously employed since the preceding September 30, either:

1. A written notice that such employment shall not be offered, or
2. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association.

3. Upon receipt of notice of continued employment, the employee shall provide written acceptance of same to the Assistant Superintendent for Human Resources no later than June 30. Failure to provide timely written notice of acceptance shall be deemed to be a rejection of the position and the Board shall be free to withdraw the offer.

4. In the event notice of non-renewal is given after June 30, the employee shall be entitled to thirty (30) days employment or thirty (30) days pay upon receipt of notice.

## ARTICLE XV

### MISCELLANEOUS

#### A. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

#### B. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. Agreement shall be presented to all employees now employed, hereafter employed.

## ARTICLE XVI

### AGENCY SHOP

A. If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

1. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

2. The Association will determine the representation fee in accordance with law and shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Association to its own members less the cost of benefits financed through dues, fees and assessments and available to or benefiting only its members, but in no event shall such representation fee exceed 85% of the regular membership dues, fees and assessments. If the law is changed in this regard, the amount of the representation fee automatically will be increased or decreased to the maximum allowed, and increased or decreased to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

3. By September 1 of each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees in accordance with paragraph 2 above, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association. It shall be the Association's responsibility to notify each affected employee.

4. Payment of the representation fee shall be made to the bargaining representative during the term of the collective bargaining agreement, but in no case sooner than the 30th day following the beginning of an employee's employment in a position included in the negotiating unit, and the 10th day following re-entry into the unit.

Re-entry: Employees who previously served in a position included in the unit who continued in the employ of the public employer in an excluded position and individuals being re-employed in such unit from a re-employment list.

5. If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

6. Except as otherwise provided in this Article the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

7. The Association will notify the Board in writing of any changes, in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

8. On or about the first day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a copy of the public portion of personnel agenda for each month indicating who began their employment in a bargaining unit position during that month. The agenda will include names, job titles and dates of employment for all such employees.

9. The union shall indemnify and hold the employer harmless against any and all claims, demands, suits or other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the employer in conformance with this provision.

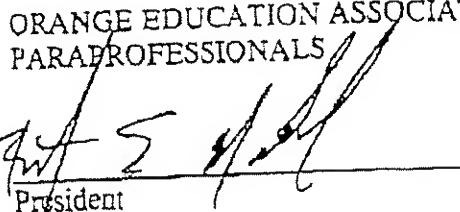
## ARTICLE XVII

### DURATION

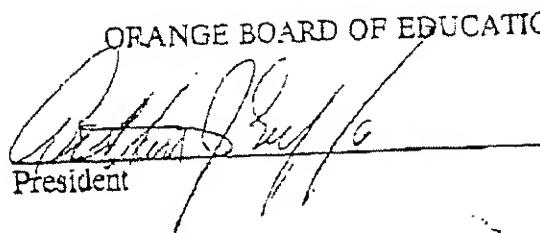
The provision of the Agreement shall be in effect as of July 1, 2002 and shall remain in effect until June 30, 2005, subject to the right of the Board and the Association to negotiate for a modification of the Agreement, if mutually agreed to by both parties.

WHEREAS, the parties hereto have set their hands in agreement as of this 27th day of Sept., 2002.

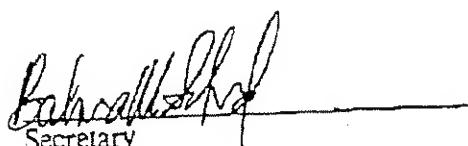
ORANGE EDUCATION ASSOCIATION  
PARAPROFESSIONALS

  
President

ORANGE BOARD OF EDUCATION

  
President

ATTEST:

  
Secretary

ATTEST:

  
Secretary